

State of Louisiana
Department of Education

**Request for Proposal
For
Assistive Technology Regional Center External Evaluator
RFP#678PUR AT External Evaluator**

PROPOSALS DUE: February 28, 2012

Ollie S. Tyler
Acting State Superintendent of Education



Louisiana Department of
EDUCATION

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1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the *Louisiana Department of Education* (herein referred to as the State) for the purpose of evaluating the Louisiana Assistive Technology Initiative (LATI) Regional Center Projects using consistent evaluation and reporting procedures. The evaluation includes onsite assessment and follow-up reporting to the State about the performance, expenditures and delivery of service of all Louisiana Assistive Technology (AT) Regional Center facilities and staff. Onsite assessment shall involve a review of the center facility, operations, and web page, as well as observation and evaluation of training provided by the center coordinators, review of on-site grant documentation for reporting to the State, tracking of services, communications with the regional consortium partners, and maintenance of the loan library. The evaluator shall provide a written report to the State and shall conduct a follow-up meeting with the State Education Technology Consultant in the Division of NCLB and IDEA and the division Director to identify strengths, weaknesses and overall recommendations.

1.2 Background

The LA Regional Center Project supports local education agencies and families in developing and implementing AT services for students with disabilities through 8 Regional AT Centers in the state. The operation of the LA Regional Centers has been established for 9 years and the work has produced a cadre of Local Education Agency (LEA) AT teams and programs that provide appropriate support for students with disabilities. The main focus of the project is to develop district/LEA capacity. The centers are funded by the State through an LEA acting as the fiscal agent for the region. Currently, the centers are located in Belle Chasse, LA (Region 1), Plaquemines, LA (Region 2), Gonzales, LA (Region 3), Lafayette, LA (Region 4), Lake Charles, LA (Region 5), Alexandria, LA (Region 6), Bossier City, LA (Region 7) and Farmerville, LA (Region 8). Each regional project is responsible for providing professional development, information and resources that support the needs of students in the LEAs within the respective region. Support includes consultation for LEA AT staff, guidance in the development and operation of LEA AT policies, implementation practices, and technical support on AT devices and services. Each regional AT Center must form a consortium of LEAs, university partners and advocacy or external agencies that support students with disabilities and their families. As part of the effort for outreach, each center is required to provide a web page and extend information through newsletters, e-mail distribution lists or social media. The centers also work collaboratively with each other through quarterly meetings, hosting of a state AT institute, showcasing various AT devices at state conferences, co-planning, and co-training.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about *July 1, 2012* and to continue through *June 30, 2015*. The State has the right to contract for up to three years upon approval. Evaluation of each center will be completed annually by June 1st and reporting to the LDE will be provided by June 15th.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Leslie Jewell

Director of Appropriation Control
Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064
Fax: (225) 342-1385
Phone: (225) 342-3828
E-mail: Leslie.Jewell@LA.GOV

This RFP is available in electronic form at:

<http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=14> in either PDF or MSWORD format or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-342-1385 by 2:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will

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be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by the date specified in the calendar of events at <http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=14>.

Only Leslie Jewell has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP	January 18-20, 2012
Proposal Inquiry Due Date	February 3, 2012
Issue responses to proposer inquiries	February 14, 2012
Proposal submission deadline	February 28, 2012
Announce Award of "Successful Proposer"	March 21, 2012
Contract execution	April 11, 2012

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.5 Definitions

Assistive Technology is defined by the Individuals with Disabilities Education Act (IDEA) as a device and a service:

Assistive Technology Device:

Assistive technology devices are identified in the IDEA 2004 as:

Any item, piece of equipment or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities. The term does not include a medical device that is surgically implanted, or the replacement of such device. (Authority 20 U.S.C. 1401(1))

Assistive Technology Service:

As defined in IDEA, an assistive technology service is any service that directly assists a child with a disability in the selection, acquisition, and use of an assistive technology device. The term includes-

- (a) The evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
- (b) Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;

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- (c) Selecting, designing, fitting, customizing, adapting, applying, retaining, repairing, or replacing assistive technology devices;
- (d) Coordinating the use of other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- (e) Training or technical assistance for a child with a disability or, if appropriate, that child's family; and
- (f) Training or technical assistance for professionals (including individuals or rehabilitation services), employers, or other individuals who provide services to employ, or are otherwise substantially involved in the major life functions of children with disabilities. (Authority 20 U.S.C. 1401(2))

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 Minimum Qualifications of Proposer

Proposers of this RFP must meet the following minimum qualifications:

1. Minimum - a masters degree
2. A Louisiana teaching certificate
3. At least 5 years of experience as a special education teacher, therapist or administrator (The five years of experience must have been acquired prior to the deadline to receive proposals.)
4. Experience in the development of professional reports or evaluations

3.3 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.3.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.4 RFP Addenda

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.7 Withdrawal and Re-submission of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements for clerical services such as typing, invoicing, and mailing; however they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State. Since the intention of this RFP is to maintain consistency in the evaluation of the centers, the contractor may not subcontract for the actual evaluations, observations, report development, survey, contact with center staff and follow-up meeting with the LDE.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds (30) days or if the selected Proposer fails to sign the final contract within (30) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

Small Entrepreneurship (Hudson and Veteran Initiative) Program

Other Desirable Requirements: This procurement has been designated as suitable for small entrepreneurship participation. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (**LaVet**) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp. Proposers are encouraged to use Veteran and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified small entrepreneurships should include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each

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subcontract. If a certified Veteran Initiative or Hudson Initiative small entrepreneurship was not selected, the proposer should provide written justification of the selection process.

Proposers that plan to use certified small entrepreneurship should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each Contractor in an annual report when services are completed and to send an invoice by June 15th to the Education Technology Consultant in the Division of NCLB and IDEA Support, Louisiana Department of Education, P.O. Box 94064, Baton Rouge, LA 70804.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received on or before **2:00 p.m.** Central Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

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Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

The proposal package must be delivered at the proposer's expense to:

Department of Education, Purchasing and Contracts Section
P. O. Box 94064
Fifth Floor
Suite 5-242,
Baton Rouge, LA 70804-9064

Proposals may be **delivered by hand** or **courier service** to our physical location at:

Department of Education, Purchasing and Contracts Section
1201 North 3rd Street – 5th Floor – Suite 5-242
Baton Rouge, LA 70802

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

4.2 Proposal Format

The State requests that one original and three copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted, if proposer is a corporation.**

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

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4.4 Proposal Format

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to Evaluation Criteria on the following page.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Evaluation Criteria	Maximum Score
Background, Experience, and Qualifications <ul style="list-style-type: none"> • Successful completion of similar projects • Working knowledge of IDEA mandates related to AT • Experience as a certified LA teacher, therapist or administrator in the development, supervision or implementation of programs for students with disabilities in K-12 settings who use assistive technology • Experience in the evaluation of educational programs and professional staff supporting students with disabilities in the K-12 setting • Excellent writing skills and experience in generating reports that provide assessment, analysis and recommendation of programs that support students with disabilities • Experience in identification of technology available in an assistive technology lab, review of inventory records, budgets, and purchasing documentation • Experience in reading grants and related documentation • Excellent oral reporting skills 	45
Methodology and Approach <ul style="list-style-type: none"> • Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the agency • Quality of Proposer's functional approach to providing the services • Value of proposer's Project Management and Quality Assurance program • Quality of proposed Project Work Plan 	20
Cost	25
Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships Proposers who are certified as Veteran-Owned and Service-Connected Disabled Veteran-Owned/ Small Entrepreneurship or who have made a good faith effort to use one or more Small	10

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Entrepreneurships as subcontractors will be awarded up to 10 points.	
Total Score	Sum of the above scores

Cost Points:

The proposer who provides the lowest total cost for all three years shall receive 25 points. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers
PC = Proposer's cost

Hudson/Veteran Points:

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurship: 2/5ths of the reserved points
 - 3 participating small entrepreneurship: 3/5ths of the reserved points
 - 4 participating small entrepreneurship: 4/5ths of the reserved points
 - 5 or more participating small entrepreneurship: Full amount of the reserved points

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Billing and Payment

Billing and payment terms will be negotiated in the final contract. The contractor should be cognizant of the steps required by the State of Louisiana for the approval, funding, and implementation of contracts. The State Superintendent of Education recommends the successful contractor to the State Board of Elementary and Secondary Education (BESE) for approval. Following BESE approval, the contractual agreement is referred to the Office of Contractual Review for final approval.

ATTACHMENT I SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The contractor will serve as a consultant to staff in the Office of Federal Programs Support (OFPS) to provide an external review of the Louisiana Assistive Technology Regional Center projects. The Contractor shall not use subcontractors or hire additional evaluators to provide evaluator services. Since the intention of the contract is to maintain consistency in the evaluation of the centers, the contractor may not subcontract for the actual evaluations, observations, report development, survey, contact with center staff and follow-up meeting with the LDE. Subcontractors may be used for clerical services such as typing, invoicing, and mailing.

2. Tasks and Services

The contractor will complete the following annually:

- 1 onsite visit per regional center
 - 1 observation and assessment of training presentations per center (the training may or may not be held at the actual regional center location, but will occur within the region)
 - A review of data for each AT Regional Center as part of the written evaluation for each center
 - A written report of the center evaluation
 - Follow-up reporting at the LDE through a meeting with the OFPS Director of NCLB and IDEA and the Education Technology Consultant by June 15th
 - *Current center locations
 - Region 1, Plaquemines Parish - 8342 Hwy. 23, Belle Chasse, LA 70037
 - Region 2, Iberville Parish - 58060 Plaquemine St., Plaquemine, LA 70764
 - Region 3, Ascension Parish - 611 N. Burnside Ave., Gonzales, LA 70737
 - Region 4, Lafayette Parish - 801 Mudd Ave., Lafayette, LA 70501
 - Region 5, Calcasieu Parish – 600 S. Shattuck St., Lake Charles, LA 70601
 - Region 6, LA Special Ed Center – 5400 Coliseum Blv., Alexandria, LA 71303
 - Region 7, Bossier Parish – 2500 Viking Dr., Bossier City, LA 71111
 - Region 8, Union Parish - 1206 Marion Hwy., Farmerville, LA 71241
- * Center locations may change as a result of the following:

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- A change in the AT Regional Center grant award for the grant period of July 2012 through June 30, 2015
- The determination by a district to move the center within the district

3. Deliverables

Specific goals and objectives: Professional consultative services will be provided to the State with the goal of evaluating all Assistive Technology Regional Centers on project performance according to the grant expectations, goals, objectives and current center operational data.

The contractor will:

- Provide a schedule of on-site visits for each regional center by October 1st of each contact year
- Annually analyze on-site investigative data and survey results to develop a written summary report of each center and summation for the LDE, Division of Special Populations.
 - Provide an on-site assessment of each regional center that includes a review of the center facility, operations, grant documentation for reporting to the State, tracking of services, communications with the regional consortium partners, maintenance of the loan library, budgets, center data and the web page
 - Annually complete a training observation for each center coordinator
 - Submit an annual survey to stakeholders from each regional consortium about the service and support of the regional center to be included in the evaluation report
- Annually meet at the LDE with the Education Technology Consultant and Director of the Division of NCLB & IDEA to report on the center evaluations, identify strengths and weaknesses and make recommendations

4. Functional Requirements

The contractor must demonstrate the ability to examine the center facility, staff and records to determine the project's effectiveness in providing appropriate support, training and information to stakeholders to ensure that assistive technology is provided for students with disabilities.

5. Technical Requirements

- The contractor must be able to review electronic data (spread sheets or data base reports), e-mail, and download/upload documents.

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- The contractor must be able to access and analyze the electronic survey that has been developed through Survey Monkey to survey stakeholders as part of the center evaluations. The URL will be provided to the contractor.
- The contractor must be able to utilize an evaluation rubric that has been developed by the State for evaluation of the centers. It will be provided to the contractor.

6. Project Requirements

The contractor shall:

- Schedule and complete all center visits and evaluations (observe training, review the AT Regional Center reports, visit the physical location of the AT Regional Center and provide a follow-up meeting with the staff on-site)
- Coordinate all evaluation activities with the District Fiscal Director who oversees the AT Regional Center
- Prepare and submit a written report of each center that includes the evaluation rubric, training observation report, and recommendation from the contractor
- Submit a final summary to the State
- Schedule a follow-up meeting between the contractor, the State Education Technology Consultant and the Director of NCLB & IDEA Support

ATTACHMENT II PROPOSAL INFORMATION

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

3. Qualifications of Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references

(name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

Resumes should be provided. Resumes should indicate that the proposed staff has proven experience and expertise in the design and development of such an evaluation project, reporting and consultative services.

Note: The Proposer should provide resumes only for the proposer's employee(s), as no subcontractors may be used for these services.

4. Approach and Methodology

The proposer should provide detailed information about the proposed approach and methodology to accomplishing this project. Information should include:

- Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency.
- Proposer should define his/her functional approach in providing the services.
- Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

5. Cost Information

The proposer shall provide the total cost (inclusive of travel and all project expenses) for providing services for three years. The proposer is encouraged to use the following chart to provide costs for these services. Costs indicated are for a three year period. The proposer shall provide an itemized cost statement for each deliverable. The total cost shall include all expenses such as travel, lodging, long distance calls, and all other such expenses. Travel shall not be reimbursed separately.

Project Cost Schedule

Project Deliverable	Contractor Cost Year 1	Contractor Cost Year 2	Contractor Cost Year 3
PROJECT TOTAL	Total Year 1	Total Year 2	Total Year 3

6. Administrative Information

The proposer shall provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have 15 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

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<p style="text-align: center;">STATE OF LOUISIANA DEPARTMENT OF EDUCATION CONTRACT</p>

BE IT KNOWN, the Department of Education, Office of _____, of the State of Louisiana (hereinafter sometimes referred to as *State*) and _____ (*Contractor's name and legal address, including zip code*) (hereinafter sometimes referred to as *Contractor*) do hereby enter into contract with funds provided by the program entitled, _____ under the following terms and conditions. (If Federal program, provide the Catalog of Federal Domestic Assistance Number. _____.)

1. Scope of Services

Contractor hereby agrees to furnish the following services: *(If the Scope of Services is lengthier than will fit here, it may be attached separately.)*

- ***Specific goals and objectives:***
- ***Deliverables:***
- ***Performance Measures:*** *(that are quantifiable and time-bound)*
- ***Monitoring Plan:*** *(for adherence to contract requirements and completion of work)*

(Contracts that do not include each of these requirements will be returned to the respective Office without action.)

2. Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of *(position title do not enter an individual's name)*. The Contractor must use the standard Louisiana Department of Education Professional Service Billing Form for invoicing purpose.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows: *(Include payment terms here. Payments must be tied to completed deliverables or an approved budget)*

ATTACHMENT IV

3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal tax identification number (or Social Security #).

4. Termination for Cause

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. The State has the right to cancel this contract in less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 through 1526.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the Louisiana Board of Elementary and Secondary Education (BESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

8. Assignment of Contract

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. Right to Audit

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing State or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit section.

10. Term of Contract

This contract shall begin on beginning date and shall terminate on ending date. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

11. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and State laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against

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any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

17. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

20. CONFIDENTIALITY

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

21. COLLECTION FEES

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the

Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

22. JURISDICTION, VENUE AND GOVERNING LAW

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

23. COMPLETE CONTRACT

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any Statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

24. ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of month, year.

STATE AGENCY’S SIGNATURES:

Assistant Deputy Superintendent

Deputy Superintendent for
Management and Finance

State Deputy Superintendent of Education

Acting State Superintendent of Education

President, State Board of
Elementary and Secondary Education

WITNESSES’ SIGNATURES

CONTRACTOR’S SIGNATURE

By: _____

Telephone: ()